



**REQUEST FOR STANDING OFFER**

**SUPPLY AND INSTALLATION OF SAFES AT NSLC RETAIL  
LOCATIONS**

**NOVA SCOTIA LIQUOR CORPORATION  
93 CHAIN LAKE DRIVE  
HALIFAX, NOVA SCOTIA  
B3S 1A3**

**NSLC REFERENCE NO: GD-09-FY22**

**Submission Closing Deadline:**

June 30, 2021 2:00 PM ADT (Halifax local time)

NSLC Contact: Tracey Darrigan  
Procurement Manager  
Email: [tracey.darrigan@myNSLC.com](mailto:tracey.darrigan@myNSLC.com)

1. **Description**

This Request for Standing Offer (RSO) is an invitation by the Nova Scotia Liquor Corporation (the "NSLC") to prospective proponents to submit proposals for the Supply and Installation of Safes at Various NSLC Retail Locations, as per the specifications. The term of this contract will be 2 years. There will be a minimum requirement of 4 safes prior to April 2022.

2. **Submission Closing Deadline/ Delivery**

The RSO submission must be signed and emailed to [Tenders@mynslc.com](mailto:Tenders@mynslc.com). Submissions must be received on or before the submission closing deadline of June 30, 2021 @ **2:00 PM** ADT. (Halifax local time). Please indicate the NSLC Reference No. and Title on the email's subject line. Please ensure you receive an automatic reply that confirms your message has been delivered to this general inbox. Reach out to the contact noted in section 3a for any issues.

**NOTE: DO NOT SEND SUBMISSIONS TO THE CONTACT STATED IN 3A.**

Submissions received after the closing date and time will be disqualified from competition. NSLC will not make allowances for delays due to factors such as email server delays and power outages. NSLC strongly encourages proponents to avoid waiting until the final calendar day to submit responses to mitigate any unforeseen circumstances.

3. **Enquiries**

- a. **Enquiries concerning this RSO are to be directed only to the attention of the NSLC Contact below via email:**

**Tracey Darrigan,  
Procurement Manager**

**Email:** [tracey.darrigan@myNSLC.com](mailto:tracey.darrigan@myNSLC.com)

Proponents and their representatives are not permitted to contact any employees or other representatives of the NSLC, other than the NSLC Contact, concerning matters of this RSO, unless the above NSLC Contact has specifically directed you to another to respond. The NSLC reserves the right to disqualify any proponent that does not comply with this requirement and reject the proponent's submission.

- b. **Anyone who believes the RSO contains any error, inconsistency, or omission should submit a written enquiry via email requesting clarification, interpretation or explanation to the NSLC contact identified above in #3a.**
- c. Please submit all enquiries via email to the above no later than **June 30, 2021 at 2:00 PM ADT** (Halifax local time). Please indicate the NSLC Reference No. and Title on the email's subject line.
- d. The NSLC will only seek clarification from a proponent if requested

information is ambiguous or missing **and** if such clarification does not offer the proponent the opportunity to improve the competitive position of their response. All buying activity will attempt to seek out best value, which maximizes the effectiveness and profitability to the NSLC.

#### 4. **Addenda**

- a. It is the responsibility of proponents to ensure that they have all the necessary information concerning the intent and requirements of this RSO, and **to seek clarification of any matter they consider to be unclear before forwarding a Submission.** The NSLC is not responsible for any misunderstanding of this RSO on the part of a proponent. No proponent can claim any advantage from any error, inconsistency, or omission in this RSO.
- b. The NSLC reserves the right to distribute any or all questions and answers to all other potential proponents through a Q&A addendum to be posted on the Nova Scotia Procurement Web Portal. Addenda also includes changes to specifications and drawings, etc.
- c. No information given verbally by the NSLC, or by means of telephone, will be binding, nor will it be construed to change the requirements of the RSO in any way.
- d. The NSLC reserves the right to modify the terms of the RSO before the closing deadline, such changes to be communicated from the NSLC in the form of an addendum. Upon final submission of a response, proponents acknowledge that they have based their responses on the specifications and **all** addenda issued during this RSO.

#### 5. **Taxes**

Harmonized Sales Tax (HST) shall not be included in the submitted price. All other eligible taxes shall be included in the price. Any taxes or increases to taxes announced prior to the date of the issuance of the RSO and scheduled to come into effect after it, shall be taken to be included in the submitted price.

#### 6. **Confidential Information of Proponent**

All proponents are hereby advised that the Nova Scotia Liquor Corporation (NSLC) is a public body for the purposes of the Freedom of Information and Protection of Privacy Act (FOIPOP). All records in the custody or control of the NSLC (including any proposals and attachments submitted in response to this request for proposals) are subject to public release to applicants under FOIPOP, subject to some limited exceptions. Confidential materials related to a third party are addressed under s. 21 of FOIPOP. Any proponent that wishes to have any portion of its proposal considered to be "confidential information" under

FOIPOP must clearly mark as confidential. Only information that meets the test under s. 21 of FOIPOP can be withheld from disclosure.

The NSLC will not be liable for any disclosure of information made in good faith or made according to its obligations under FOIPOP.

## 7. **Subcontractors**

The proponent shall include a list of all firms which it is intended shall act as sub-contractors for portions of the work. All sub-contractors are subject to the approval of the NSLC, and there shall be no change of sub-contractors after the signing of the contract unless written approval is received from the NSLC.

## 8. **Alternative Product(s)**

- a. Where a Bid Document stipulates a particular product, alternatives may be considered by the Owner, noting that the Owner has a set standard in place for this work. Please complete the details in the space provided on the Bid Response Form that follows; alternatives will not be accepted post RSO unless otherwise agreed upon.
- b. When a request in writing to substitute a product is made, the Owner may approve the substitution as an equal and will issue instructions in an addendum to the proponents. **Written requests for alternatives must be submitted to [tracey.darrigan@myNSLC.com](mailto:tracey.darrigan@myNSLC.com)** no later than **June 23, 2021 at 02:00 PM ADT** (Halifax local time). Please indicate the NSLC Reference No. on the email's subject line.
- c. The request must include all data necessary to prove equivalency of proposed product to meet the requirements of the specified product including, but not limited to, product descriptions, performance criteria, test data, installation instructions, standards' certification and sample guarantee/ warranty forms.
- d. Where proponents choose to submit alternatives to products and methods specified, the description of such alternatives shall be entered on the Bid Response Form in the space provided. Please ensure the proponent states the costs associated to these alternatives. The proponent may submit as an option alternative costing as well as the original costing for products we are seeking in this RSO. This will provide the NSLC with the comparative pricing.
- e. In submission of alternatives proponents shall include in their RSO allowances for changes required in the work to accommodate such alternatives. Later claims by the proponents for an addition to the Contract Price because of changes in the work necessitated by use of alternatives shall not be considered.

## 9. Standard Clauses

- a. An incomplete submission and submissions that fail to comply with the specification documents will be rejected.
- b. If a submission fails to satisfy all the mandatory submission requirements, NSLC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period of one day, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date that NSLC issues a rectification notice to the proponent.
- c. Proponents should ensure that all calculations and totals are correct. If any discrepancies/errors are noted in the evaluation process, the unit price will prevail.
- d. Proponent's expenses for this RSO are the sole responsibility of the proponent in the submission preparation or presentation.
- e. Submissions must include the cost of all Permits and fees.
- f. The NSLC reserves the right to reject any or all submissions. This RSO implies no obligation on the NSLC to accept this submission or any submission submitted and has the right to cancel this RSO if required.
- g. The NSLC is not obliged to award lowest priced submission and reserves the right to re-address the requirement should there be reasonable doubt that prices received are not competitive.
- h. The NSLC reserves the right to contact proponents, prior to making a final decision or recommendation, for clarification if requested information in their submission is ambiguous or missing **and** if such clarification does not offer the proponent the opportunity to improve the competitive position of their response.
- i. In the evaluation process, the NSLC may request references and consider information provided by those references. Consideration may also be given to the proponent's past performance or conduct on previous work with the NSLC. The NSLC retains the right of sole discretion to reject any submission based on the findings of this information.
- j. The NSLC reserves the right to cancel the awarded contract with written notice if such cause is determined for cancelation.

- k. If work is either directly or indirectly delayed or stopped for a period which in the opinion of the NSLC, acting reasonably, is likely to continue so as to substantially prevent, hinder or delay the timely completion of the contract and such delay or stoppage is caused:
  - i. by fire, flood, elements of nature or acts of God;
  - ii. by acts of war, terrorism, riots, civil disorders or reasonable apprehension of such;
  - iii. by labour disputes, strikes, or lock outs;
  - iv. under an order of any court, or other public authority, through no act or fault of the contractor or anyone employed by him/her; or
  - v. by other similar cause beyond the reasonable control of either party (but not including financial difficulties or insolvency;

and such delay could not have been prevented by reasonable precautions and could not be circumvented by the non-performing party through the use of alternate sources, work around plans or other means, either party may, upon providing three days' notice to the other, terminate the contract. In such case, the contractor may recover from the Corporation payment for all work executed and reasonable profit for that work.

- l. The successful proponent and all Sub-contractors shall pay fair wages, and shall pay rates of wages and allowances to the various classes of labour not less favorable than those prevailing in the area where the work is being performed. The successful proponent shall comply with all laws and regulations in any way affecting those engaged or employed upon or in the conduct of the Works. The successful proponent shall protect and save harmless the Owner from and against all claims or demands arising out of or based on the violation of any such laws or regulations.
- m. Before work on the project commences, the awarded party must ensure that all of its employees who will be working on the project have received training and are competent to perform the work required.
- n. The awarded proponent shall provide coordination with the NSLC to ensure safety for NSLC employees and customers.
- o. The successful proponent will not be allowed to begin work on this project until confirmed with the NSLC's Corporate Security Business Unit.
- p. The NSLC reserves the right to ensure the work is being completed to its standards as provided in the documents.

#### **10. Trade Agreements**

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this RSO.

#### **11. Withdrawal of Submissions**

At any time throughout the RSO process, until the execution of a written agreement for provision of the Deliverables, a proponent may request to withdraw a submission. To withdraw a submission, a notice of withdrawal must be sent to the NSLC Contact and must be signed by an authorized representative of the proponent. The NSLC is under no obligation to return withdrawn submissions.

#### **12. Submissions to be retained by the NSLC**

The NSLC will not return the original submission or any accompanying documentation submitted by a proponent.

#### **13. RSO Award**

The award to any Proponent only confirms placement on the NSLC Supply and Installation of Safes Standing Offer list and does not guarantee any project work during the fixed term or option years of this RSO.

Note: In no event shall the NSLC be obligated to enter the Proponent's form of contract.

Requirements for services under the RSO can be fulfilled via a standing offer call-up (Purchase Order). Eligibility for the NSLC to use the RSO is in accordance to the NSLC's Procurement Policy.

#### **14. Submission Requirements**

Please quote pricing as;

1. FOB NSLC – this includes Customs Clearance and any Brokerage fees, where applicable
2. Price excluding HST
3. Canadian Funds

#### **15. Governing Law and Interpretation**

- a. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b. are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions

- in accordance with the common law governing direct commercial negotiations; and
- c. are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

**16. Conflict of Interest**

The NSLC may disqualify a proponent for any conduct, situation or circumstances, determined by the NSLC, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RSO process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the NSLC in the preparation of its submission that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RSO process (including but not limited to the lobbying of decision makers involved in the RSO process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RSO process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the submission; **AND** (b) were employees of the NSLC within twelve (12) months prior to the Submission Deadline.

**17. Evaluation Criteria**

An Evaluation Team will review and score the submissions received in response to the RSO based on the following criteria:

Conforms to Specifications	PASS/FAIL
Ability to install safes in elevated offices (Max. one story elevation)	PASS/FAIL
Ability to transport the safes to any NSLC location.	PASS/FAIL



Price	90%
Lead Time (days to deliver after receipt of PO)	10%

### **18. Notification of Successful Proponent**

Proponents may request a debriefing after posting of the outcome of the procurement process. All requests must be in writing via email to the NSLC Contact and must be made within ten (10) days of the outcome of the procurement process. The intent of the debriefing information session is to aid the proponent in presenting a better submission in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

**SPECIFICATION**

We are seeking two (2) sizes of composite safes.

**Small deposit safe:**

The smaller safe should fit under a standard counter and be able to accommodate a minimum of five (5) standard cash trays.

- Composite Class 2
- Single Door
- Preferred digital pin-pad
- Adjustable shelves
- Anchoring holes to secure safe to the ground

Outside dimensions:	28" high x 24" wide x 24" deep  (Must fit under a standard counter)
Inside dimensions:	24" high x 20" wide x 17-1/2" deep
Clear inside dimensions:	24" high x 19" wide x 17-1/2" deep
Deposit locker dimensions:	6" high x 5-11/16" wide x 14-1/4" deep clear (or equivalent storage)  Deposit slot minimum 1"x 6" with anti-fishing baffle  Dual custody lock

**Full deposit safe:**

The full-size deposit safe should be able to accommodate the storage of fifteen (15) standard cash trays. The intention with the height of the safe is to minimize the footprint of the safe to allow more floor space in smaller offices.

- Composite Class 2
- Single Door
- Preferred digital pin-pad
- Adjustable shelves
- Anchoring holes to secure safe to the ground

Outside dimensions:	58" high x 24" wide x 26" deep
Inside dimensions:	54" high x 20" wide x 19-1/2" deep
Clear inside dimensions:	54" high x 19" wide x 19-1/2" deep
Deposit locker dimensions:	6" high x 5-11/16" wide x 14-1/4" deep clear (or equivalent storage)  Deposit slot minimum 1"x 6" with anti-fishing baffle  Dual custody lock



**COST FOR SINGLE FULL DEPOSIT SAFE UNIT  
(Excluding HST)**

\$ \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date:** \_\_\_\_\_